

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be a legislative preview with Representative Hawkes and answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 4, 2018, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PRESENTATIONS:

7:05 Introduction of New City Manager and Administration of Oath of Office

PUBLIC HEARINGS:

7:10 Amend the Fiscal Year 2019 Budget

7:15 Schematic Subdivision Creekside Manor (continued)

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

7:25 Minute Motion Approving Summary Action List

1. ICO Station Parkway, LLC Letter of Credit Improvements Agreement
2. Surplus Property – 2004 Dodge Durango

GOVERNING BODY REPORTS:

7:30 City Manager Report

1. Fire Monthly Activity Report for October

2. Building Activity Report for October

7:35 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for property acquisition.

DATED this 29th day of November, 2018.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2018

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is request that City Councilmember Alex Leeman give the invocation to the meeting and it is requested that City Councilmember Cory Ritz lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2018

S U B J E C T: Introduction of New City Manager and Administration of Oath of Office

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

The Mayor will introduce Shane Pace, New City Manager and his family. Holly Gadd, City Recorder will perform the Administration of Oath of Office.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2018

PUBLIC HEARING: Amend the Fiscal Year 2019 Budget

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the resolution amending the budget for fiscal year ending 06/30/2019.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson, Assistant City Manager.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: November 19, 2018

Subject: **AMEND FY 2019 BUDGET.**

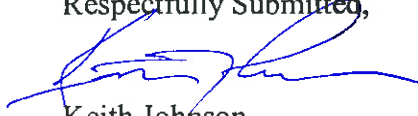
RECOMMENDATIONS

Hold public hearing and adopt the enclosed resolution which amends the budget for fiscal year 2019.

BACKGROUND

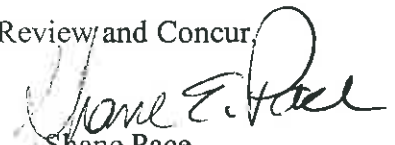
Enclosed you will find the amended budget for FY 2019. The City has settled with UDOT for \$4,750,000 for the 1100 West -Glovers Ln park mitigation. The City has received \$3,140,000 already and will receive the remaining \$1,610,000 in the near future. We have paid for the property for \$3,189,416.84 which includes the roll back taxes . The remaining amount will be left to construct the park in the future. The amended budget reflects these amounts as described above.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Shane Pace,
City Manager

RESOLUTION NO. 2018-____

**A RESOLUTION AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR
ENDING 6-30-19.**

WHEREAS, upon proper review and consideration, the City Council has held a public hearing concerning amending its FYE 6-30-19 municipal budget;

WHEREAS, said public hearing has been held as required by law and pursuant to all legally required notices; and

WHEREAS, the City Council has heard and considered all public comment advanced at the aforementioned hearings; and

WHEREAS, the attached budgets are hereby found to comport with sound principles of fiscal planning in light of the needs and resources of Farmington City Corporation;

**BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY
CORPORATION, STATE OF UTAH:**

Section 1. FYE 6-30-19 Municipal Budget Amendment. The attached document entitled "Farmington City Modified Budget FYE 6-30-19", incorporated herein by reference, is hereby adopted.

Section 2. Miscellaneous Provisions.

a. **Severability.** If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all provisions, clauses, and words of this Resolution shall be severable.

b. **Titles and Headings.** The titles and headings of this Resolution form no part of the Resolution itself, have no binding or interpretative effect, and shall not alter the legal effect of any part of the Resolution for any reason.

c. **Effective Date.** This Resolution shall become effective immediately upon posting.

d. **Non-codification.** This Resolution shall be effective without codification.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY
CORPORATION, STATE OF UTAH, ON THIS 4TH DAY OF DECEMBER, 2018.**

FARMINGTON CITY

By: _____
H. James Talbot,
Mayor

ATTEST:

Holly Gadd, City Recorder

Farmington City Modified Budget FYE 2019

#40 Real Estate

		Original Budget	Amended Budget
Revenue			
40390600	UDOT Contribution	0	4,750,000
Expenses			
40400450	Purchase of Land	0	3,190,000
Balance			
40999999	Remaining Balance for Park	0	1,560,000
	Total Expenses and balance		4,750,000

Account Number	Account Title	2015-16 Pri Year 3 Actual	2016-17 Pri Year 2 Actual	2017-18 Pri Year Actual	2018-19 Approved Budget	07/18-12/18 Cur YTD Actual	2018-19 Modified Budget	2019-20 Requested Budget	2019-20 Recommend Budget
REAL ESTATE PROP. ASSET FUND									
CONTRIBUTIONS & TRANSFERS									
40-390-600	CONTRIBUTIONS	00	00	00	00	00	4,750,000	00	00
	Total CONTRIBUTIONS & TRANSFERS	00	00	00	00	00	4,750,000	00	00
EXPENDITURES									
40-400-450	LAND ACQUISITION	00	00	00	00	00	3,190,000	00	.00
	Total EXPENDITURES	00	00	00	00	00	3,190,000	00	00
FUND BALANCE INCREASE									
40-999-999	FUND BALANCE INCREASE	00	00	00	00	00	1,560,000	00	00
	Total FUND BALANCE INCREASE	00	00	00	.00	00	1,560,000	00	00
	REAL ESTATE PROP ASSET FUND Revenue Total	00	00	00	.00	00	4,750,000	.00	00
	REAL ESTATE PROP ASSET FUND Expenditure Total	00	00	00	00	00	4,750,000	00	.00
	Net Total REAL ESTATE PROP ASSET FUND	00	00	00	.00	.00	00	00	00

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2018

PUBLIC HEARING: Schematic Subdivision Creekside Manor (continued)

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
Mayor

BRETT ANDERSON
DOUG ANDERSON
ALEX LEFMAN
CORY RITZ
REBECCA WAYMONT
Planning

DAVE MILLHEIM
City Manager

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2018

SUBJECT: **Schematic Subdivision Creekside Manor**

RECOMMENDATION

- A. Hold a Public Hearing
- B. Move that the City Council adopt the recommendation of the Planning Commission by approving the schematic plan for the Creekside Manor Subdivision, which includes, among other things, the conditions and findings unanimously recommended by the Commission as follows:
 1. The applicant must obtain a waiver of the conservation land requirement from the City Council as per Section 11-13-065 of the Zoning Ordinance or obtain the number of TDRs necessary to implement the plan presented to the City [the plan shall also include a public trail adjacent to Farmington Creek running the entire northeast to southwest length of the subdivision].
 2. The developer shall meet and satisfy the requirements of the City's DRC (Development Review Committee) including, but not limited to, that the applicant must determine if the "downstream storm drain has capacity to discharge un-detained"—if not, detention shall be required.
 3. Parts of Lots 5 and 6 encroach into the FEMA flood plain; the applicant must obtain CLOMR (Conditional Letter of Map Revision) and then a LOMR (Letter of Map Revision) from FEMA before the City can issue any building permits regarding these lots.
 4. The developer shall obtain a Flood Control Permit from the Davis County Public Works department.
 5. Additional dedication of street right-of-way [on 500 South Street] is required pursuant to the City Master Transportation Plan.

Findings for Approval:

1. The Waiver [or TDR] is warranted because it will result in a very critical connection of the Farmington Creek Trail consistent with the City's Trails Master Plan. The trail is perhaps the City's most significant east-west trail. It crosses (or goes under) major infrastructure impediments such as SR 106, I-15 and the Legacy Parkway, and it links four north to south trails of regional significance including the Bonneville Shoreline trail, the Legacy Parkway Trail, the D&RGW Trail, and the future WDC trail, and at the same time the Farmington Creek Trail provides access to some of the most major destinations in the community, including, among others, National Forest Service lands, Farmington pond, Lagoon, Station Park, the City's Regional Park, the Davis County Fairgrounds, and the bird refuge. There really is no other trail quite like the Farmington Creek trail.

Moreover, the waiver meets standards set forth for such, including but not limited to:

- a. The subdivision shall be located within a half mile of an existing public park located within the Farmington City limits. This distance shall be determined by the actual walking distance from the subdivision to the park. In the case the subdivision is less than 150 feet walking distance from the City regional park.
 - b. A waiver shall not result in lots or building setbacks smaller than the minimum lot size.
 - c. All subdivision standards regarding dead end street length, ingress and egress, and block dimensions shall be met.
 - d. No waiver shall result in the creation of additional lots or a flag lot.
 - e. With only 8 lots in the subdivision, the economies of scale do not exist to create 1.5 + acres of usable open as a private or a public use.
2. The schematic plan, and recommended motion for approval, is consistent with the City's General Plan, and the City Trails Master Plan (an element of the General Plan).
 3. The DRC recommends approval of the application, including the trail which is strongly supported by the City's Parks and Rec and Public Works Departments.
 4. A portion of the subdivision is located within the FEMA floodplain, and by law, the City must follow FEMA standards.
 5. The development abuts Farmington Creek and as required by inter-local agreement, the City must require that the developer obtain a flood control permit. Furthermore, such permits increase safety and mitigate loss of property, especially during times of flooding, for the City's property owners and residents.

BACKGROUND

Jerry Preston is proposing to develop an eight lot subdivision located at approximately 950 West 500 South adjacent to Farmington Creek. The property is zoned AE, and the base lot size in this zone is one acre, or in this case the base scenario for this property configuration can provide for the development of only four lots. Chapter 12 of the Zoning Ordinance allows a "yield plan lot size" of 1/2 acre in the AE zone, which may allow the applicant to develop the eight lots proposed (and maybe more). However, in order to do such, the ordinance allows the three options:

Alternative Lot Size. As per section 11-10-040.B of the Zoning Ordinance the City Council may consider, at its discretion, an additional 4 lots via a transfer of development right (TDR).

Conservation Subdivision. Chapter 12 of the Zoning Ordinance enables the development of a conservation subdivision whereby the applicant must preserve at least 30% of the parcel's unconstrained property as conservation land. Regarding the subject property, the conservation land requirement may result in 1.5 + acres of open space, which may be an adequate size for a common area neighborhood park, or a public linear trail park, or some other open space use.

Planned Unit Development (PUD). The applicant may also develop a subdivision in accordance with Chapter 27 of the Zoning Ordinance, where at the legislative discretion of the Council, the property owner(s) may develop up to eight lots or more.

Supplemental Information

1. Title 11, Section 11-12-065 - Waiver
2. Title 11, Section 11-28-249 - Transfer of Development Rights Lots (TDR)
3. Title 12, Section 12-3-040 - Schematic Plan Submission Requirements.
4. Vicinity Map
5. Schematic Plan (2 pages)
6. Trails Master Plan

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

11-12-065: WAIVER:

- A. Circumstances: Subject to the provisions set forth herein, any provision of this chapter may be waived by the city upon a vote of not less than four (4) members of the city council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the city council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value.
- B. Good Cause Standards: Good cause, as referenced herein, shall include, but not be limited to, the following standards:
1. The subdivision shall be located within a half mile of an existing public park located within the Farmington City limits. This distance shall be determined by the actual walking distance from the subdivision to the park.
 2. In the event the park is located off site pursuant to subsection B1 of this section, or on site, a waiver shall not result in usable park space less than one acre in size.
 3. A waiver shall not result in lots or building setbacks smaller than the minimum lot size.
 4. All subdivision standards regarding dead end street length, ingress and egress, and block dimensions shall be met.
 5. No waiver shall result in the creation of additional lots or a flag lot. (Ord. 2014-33, 10-7-2014)

11-28-240: TRANSFER OF DEVELOPMENT RIGHTS/LOTS (TDR):

- A. **Transfer Lots:** Property proposed for conservation land and constrained and sensitive land, common area, or subdivisions using an alternative lot size, or as special exception because of blight, if located in a designated receiving zone, may be replaced by one, or more than one, "transfer lot". A transfer lot is a lot that could have been developed elsewhere in the City, but instead is platted in the place of proposed conservation land, common area, or subdivisions using an alternative lot size, or as a special exception because of blight, and where money paid to the owner of property located in a designated sending zone by a developer to transfer the lot, and increase the overall residential density of his project. Such lots shall be known and referred to as "transfer lots" and must be approved by the City in conjunction with subdivision or site plan approval. A transfer lot is not the result of a waiver set forth in this chapter.
- B. **Sole Discretion:** The City has the sole authority to designate sending and receiving zones where such transfer lots are used and may do so by resolution.
- C. **Loss Of Associated Density Right:** Any sending zone parcel, once a transfer lot density right is taken off the sending zone parcel, loses the associated density right unless a future City Council decision approves an up zoning to the sending zone parcel.
- D. **Minimum Transfer Lot Size And Dimensional Standards:** The minimum acreage required for any transfer lot replacing conservation land, common area, or subdivisions using an alternative lot size, or as a special exception because of blight, shall be determined in accordance with the applicable and respective chapter and section set forth in this title, including, but not limited to, the development chart and dimensional standards provided in section [11-12-090](#) of this title, PUD standards in chapter 27 of this title, special exceptions standards in section [11-3-045](#) of this title, and/or lot and setback standards in sections [11-10-040](#) and [11-11-050](#) of this title.
- E. **Use Of Payments:** Any cash payment which results from an agreement regarding a transfer lot or dwelling unit shall be set aside for the acquisition or improvement of open space and/or park land only, and not for any other use.
- F. **Proximity:** The open space acquired involving a transfer lot shall be in proximity to the receiving area for said lot based on the service area or nature of the open space acquired. The service area, whether it is related to a regional facility, community parks, a neighborhood park, etc., shall be determined as set forth in the General Plan.
- G. **Move To Another Location:** If open space realized in whole or in part by a transfer lot is moved to another location, transfer lot density rights must be recalculated based upon the characteristics of the new sending zone parcel and in consideration on what has already been transferred to the previous location.

- H. Larger Subdivisions: For larger conservation subdivisions or PUDs greater than twenty (20) acres in size, ten percent (10%) of the land must remain as open space and cannot be used by transfer lots.
- I. Blight: Transfer lots considered as a special exception may only occur because of blight, and the applicant must complete a blight study, as defined and consistent with State Code, and the City must establish a finding of blight for the receiving area in order to approve such transfer.
- J. Agreement: A transfer lot must be approved by development agreement between the City and the respective owners, acceptable to and at the sole discretion of the City. The development agreement shall be recorded prior to or contemporaneous with the recording of the final plat which contains the transfer lot, and the agreement may include, but not be limited to, the following:
1. Anticipated value of the transfer lot to be paid from the receiving lot owner to the sending lot owner;
 2. Method of payment for the transfer lot(s) value and when the payment is to be made;
 3. Cost of improvements, including design costs, and the timing of construction;
 4. Other costs, such as City fees and finance costs, and the timing of the paying thereof;
 5. Land cost total to be paid to the owner and when this payment to the owner will be made; and
 6. Developer profit percentage. (Ord. 2018-11, 3-6-2018)

12-3-040: SUBMISSION:

A. Requirements: The subdivider shall submit two (2) copies of the proposed schematic plan to the city planning department. The planning department will determine if the appropriate plan is submitted, if the application is complete and if all the fees have been paid. If all requirements are met, a letter of acknowledgment will be provided by the planning department, and the subdivider shall distribute plans, accompanied by the letter, for comment to all appropriate public and private entities.

B. Items Included: The proposed schematic plan shall include the following items: (Ord. 2006-28, 4-19-2006)

1. The proposed name of the subdivision.
2. A subdivision yield plan pursuant to [title 11, chapter 12](#) of this code if a conservation subdivision or a planned unit development is proposed by the applicant.
3. A vicinity plan showing significant natural and manmade features on the site and within five hundred feet (500') of any portion of it; the property boundaries of the proposed subdivision; the names of adjacent property owners; topographic contours at no greater interval than five feet (5'); and north arrow.
4. A proposed lot and street layout.
5. A description of the type of culinary and irrigation water system(s) proposed; also, documentation of water rights and secondary water shares.
6. A description of the size and location of sanitary sewer and stormwater drain lines and subsurface drainage.
7. A description of those portions of the property which are included in the most recent flood insurance rate maps prepared by FEMA.
8. The total acreage of the entire tract proposed for subdivision.
9. Proposed changes to existing zoning district boundaries or zoning classifications or conditional use permits, if any. (Ord. 2000-13, 4-19-2000)





CREEKSIDE MANOR

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BRI
TO
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UNIVERSAL CITY, TEXAS



1 TOTAL OF 10 LOTS (20 ACRES)

2 TOTAL OF 10 LOTS (20 ACRES)

3 TOTAL OF 10 LOTS (20 ACRES)

4 TOTAL OF 10 LOTS (20 ACRES)

5 TOTAL OF 10 LOTS (20 ACRES)

6 TOTAL OF 10 LOTS (20 ACRES)

7 TOTAL OF 10 LOTS (20 ACRES)

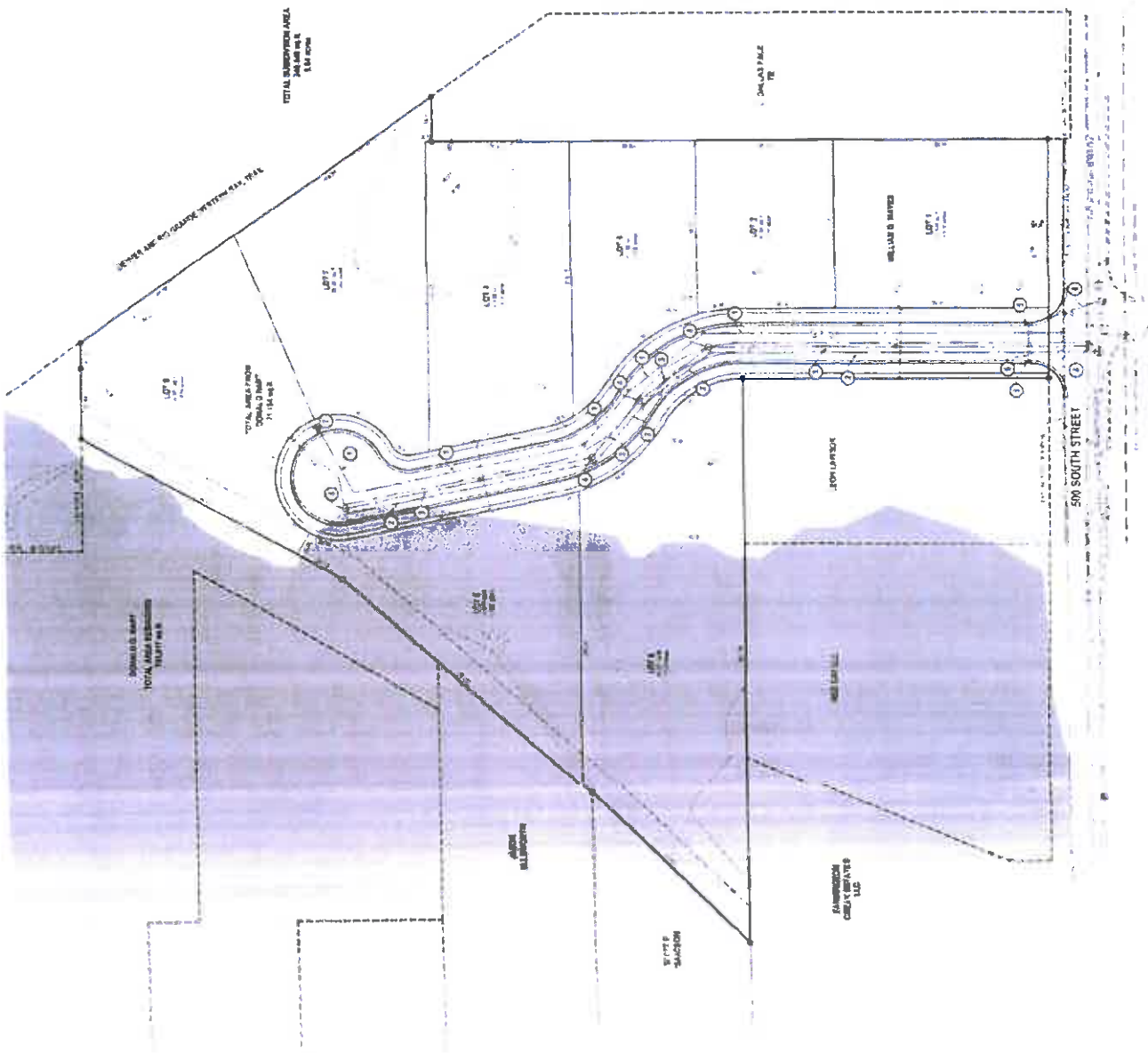
8 TOTAL OF 10 LOTS (20 ACRES)

9 TOTAL OF 10 LOTS (20 ACRES)

10 TOTAL OF 10 LOTS (20 ACRES)

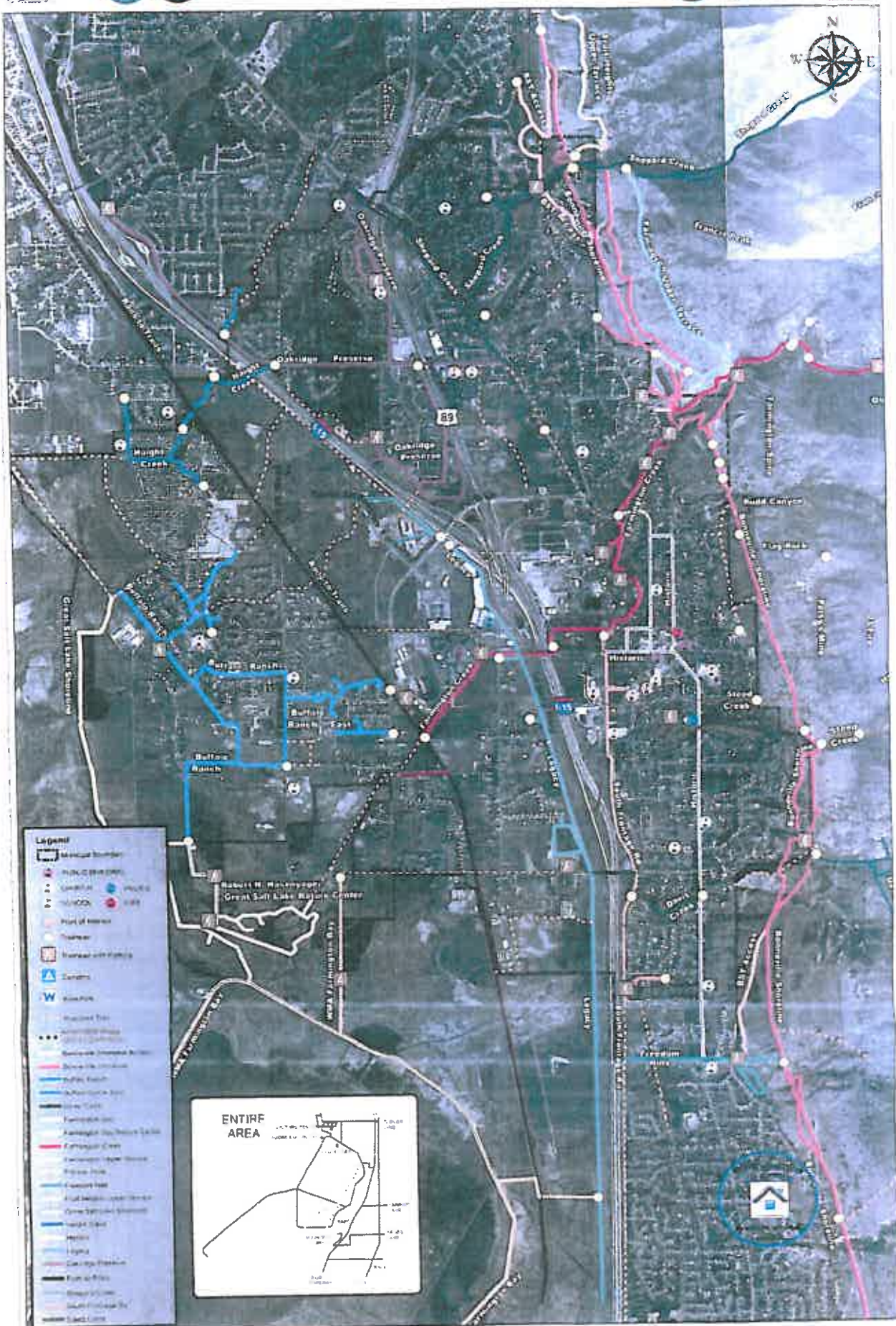


PROPERTY MAP





Farmington City Trails Master Plan



CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2018

SUBJECT: Minute Motion Approving Summary Action List

1. ICO Station Parkway, LLC Letter of Credit Improvements Agreement
2. Surplus Property – 2004 Dodge Durango

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: December 4, 2018

**SUBJECT: ICO STATION PARKWAY, LLC LETTER OF CREDIT
IMPROVEMENTS AGREEMENT**

RECOMMENDATION:

Approve the Farmington City Improvements Agreement (Letter of Credit Form) between ICO Station Parkway, LLC and Farmington City for the Residences at Station Parkway project.

BACKGROUND

The bond estimate for the Residences at Station Parkway project is \$275,983.40 which includes a 10% warranty bond. ICO Station Parkway, LLC has submitted Letter of Credit Improvements Agreement with Farmington City to be administered by KeyBank National Association for this project in that amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Shane Pace
City Manager

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(LETTER OF CREDIT FORM)**

THIS AGREEMENT is made by and between ICO Station Parkway, LLC (hereinafter "Developer"), whose address is 3401 N. Center Street, Ste. 300, Lehi, UT 84043, and Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Residences at Station Parkway, located at approximately 600 North Station Parkway in Farmington City, and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promised to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "B", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 8 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Letter of Credit.** Developer hereby delivers to the City an irrevocable, standby letter of credit in the total amount of \$275,983.40 which is attached hereto as Exhibit "A" (the "Credit"). The City may draw upon the Credit to its order as provided in Paragraph 4. The Developer hereby stipulates that the funds of the Credit are not subject to any adverse claim, resulting trust, lien, or set-off. **The time period specified in the Credit shall exceed the time period specified in Paragraph 1 above by at least twelve months.**

4. **Drafts by City.** The City may draw upon the Credit only if, (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above, or maintained during the warranty period provided in Paragraph 24 of this agreement and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent. In either of these events, the City may draw under the Credit both (1) those amounts necessary to either complete the Improvements as required herein or alter or repair the

Improvements to conform to the requirements hereof, and (2) an additional 15% of all other amounts withdrawn to compensate the City for any administrative, engineering, legal procurement, or other services incident to completion of the improvements. The City may draw upon the Credit by one or more sight drafts signed by the Mayor in the form attached as Exhibit "C", or by other instrument appropriate to the purpose. The parties hereby stipulate that the form of the appended sight draft is in all respects sufficient and without objection for the purpose of drawing upon the Credit.

5. **Release.** Upon final inspection and acceptance of all of the Improvements by the City, the City may authorize release of the Credit except 10% of the estimated cost of the Improvements which shall be retained in the Credit, or provided by other acceptable security, for the performance by the Developer of all warranty and other obligations of this Agreement and may be withdrawn by the City as provided in Paragraph 4 in the event of any default by the Developer. Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 24, the City shall in writing release the balance of the Credit or other security.

6. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that delivery of the Credit as herein provided, and any draft(s) upon the Credit by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to draw upon the Credit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City draws upon the Credit and performs or causes to be performed the installation required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City pursuant to the Credit shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

7. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements covered under this agreement to the City's systems and shall thereafter utilize and maintain such Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

8. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by ordinances and resolutions of the City shall be paid to the City by the Developer prior to inspection.

9. **Ownership.** Any Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

10. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Credit until drawings have been provided to the City.

11. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

12. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

13. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

14. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

15. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

16. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

17. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

18. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

19. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

20. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

21. **Other Bonds.** This Agreement and the Credit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Credit as provided herein.

22. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

23. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

24. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in workmanship, materials, and/or equipment during the Warranty Period without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__.

CITY:

FARMINGTON CITY CORPORATION

H. James Talbot, Mayor

DEVELOPER:

By: _____

Its: _____

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me
_____ who being by me duly sworn did say that he or she is the
_____ of _____, a limited liability company, and that the
foregoing instrument was duly authorized by the Members/Managers of said limited liability
company.

NOTARY PUBLIC
Residing in _____ County, _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me H. James Talbot
and Holly Gadd, who, being by me duly sworn, did say that they are the Mayor and City Recorder,
respectively, of Farmington City Corporation, and said persons acknowledged to me that said
corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$_____) drawn against
Account No. _____.

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

A KeyCorp Bank



**KEYBANK NATIONAL ASSOCIATION
STANDBY LETTER OF CREDIT SERVICES**

MAIL CODE: OH-01-49-0455
4900 TIEDEMAN ROAD
CLEVELAND, OHIO 44144-2302
TEL NO: 216-813-3703, -3715, -4039 or -3696
FAX NO: 216-813-3719

MAIL CODE: NY-00-72-0100
726 EXCHANGE STREET, SUITE 900
BUFFALO, NEW YORK 14210
TEL NO. 716-819-5788 or -5959

Irrevocable Standby Letter of Credit No. S326170 Date: November 20, 2018

Beneficiary:
 Farmington City
 160 South Main
 PO Box 160
 Farmington, UT 84025-0160

Applicant:
 ICO Station Parkway, LLC
 3401 N. Center Street, Ste 300
 Lehi, UT 84043

Amount: USD 275,983.40

Expiration Date: July 9, 2020

We hereby establish our Irrevocable Standby Letter of Credit No. S326170 in your favor for account of ICO Station Parkway, LLC ("Applicant/Developer") for a sum or sums not exceeding a total of USD275,983.40 (United States Dollars Two Hundred Seventy Five Thousand Nine Hundred Eight Three and 40/100), available by your draft(s) at sight as per attached Exhibit A, drawn on KeyBank National Association bearing the clause, "Drawn under KeyBank National Association Irrevocable Standby Letter of Credit No. S326170 dated November 20, 2018", accompanied by:

1. the original Letter of Credit and any amendments and the following beneficiary statement:
2. Beneficiary's statement signed by an authorized representative of Farmington City certifying the following:
 "ICO Station Parkway, LLC (the "Developer") has not completed the improvements, or the improvements are not installed, in strict accordance with the Farmington City Improvements Agreement executed by both ICO Station Parkway, LLC and Beneficiary. The Beneficiary has given Developer at least 10 days notice to remedy the deficiency(s). Therefore, Beneficiary hereby demands payment of USD (insert amount) under KeyBank National Association Letter of Credit No. S326170."

Partial and multiple drawings are permitted. This original Letter of Credit and all amendments thereto, if any, must accompany any drawing for endorsement and will be returned to the Beneficiary, unless no amount remains available or the Letter of Credit has expired.

Except as expressly stated herein, this undertaking is not subject to any agreement, requirement or qualification. The obligation of KeyBank National Association under this Credit is the individual obligation of KeyBank National Association and is in no way



contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien, security interest or any other reimbursement.

This Letter of Credit is subject to the International Standby Practices 1998, ICC Publication No. 590.

In the event this Standby Letter of Credit is no longer required prior to the current expiration date, the original Letter of Credit and all amendments must be submitted to KeyBank National Association, at the above address, with a signed letter on the Beneficiary's letterhead addressed to KeyBank National Association agreeing to its cancellation.

We hereby engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents as specified to one of the addresses stated above on or before July 9, 2020.

KeyBank National Association

A handwritten signature in blue ink, appearing to read "Judith D'Cruz", written over a horizontal line.

Judith D'Cruz
Authorized Signer

A handwritten signature in blue ink, appearing to read "Marian Summers", written over a horizontal line.

Marian Summers
Authorized Signer

OUR REFERENCE NUMBER: S326170

PAGE NUMBER: 3



To:
KeyBank National Association
Standby Letter of Credit Services
4900 Tiedeman Road
Mail Code: OH-01-49-0455
Cleveland, OH 44144-2302
or
726 Exchange Street, Suite 900
Mail Code: NY-00-72-0100
Buffalo, New York 14210

**EXHIBIT A
Sight Draft**

Date: _____

USD\$ _____

At sight, pay to the order of:

the sum of: _____ **United States Dollars**

Drawn under KeyBank National Association Irrevocable Standby Letter of Credit No.
S326170 dated November 20, 2018.

Farmington City (Beneficiary)

(Authorized signature)

(Name)

(Title)

Please wire draw proceeds per the following instructions:

TO:

ABA or ROUTING #:

ATTN:

REFERENCE:

CREDIT ACCOUNT:



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ray White, Public Works Director

Date: November 26, 2018

SUBJECT: SURPLUS PROPERTY – 2004 DODGE DURANGO

RECOMMENDATION

Request that the City Council declare the following vehicle as surplus and allow us to sell it.

BACKGROUND

Unit # 816 2004 Dodge Durango – Grey VIN # 1D4HB48D44F221330

We recommend that this vehicle be sold because the connecting rod went through the block and it is too expensive to repair.

Respectfully Submitted,

Ray White
Public Works Director

Review and Concur

Keith Johnson
Assistant City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2018

S U B J E C T: City Manager Report

1. Fire Monthly Activity Report for October
2. Building Activity Report for October
3. 3rd Quarter Cent Sales Tax

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Farmington City Fire Department

Monthly Activity Report



October 2018



Emergency Services

Fire / Rescue Related Calls:

37

All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.

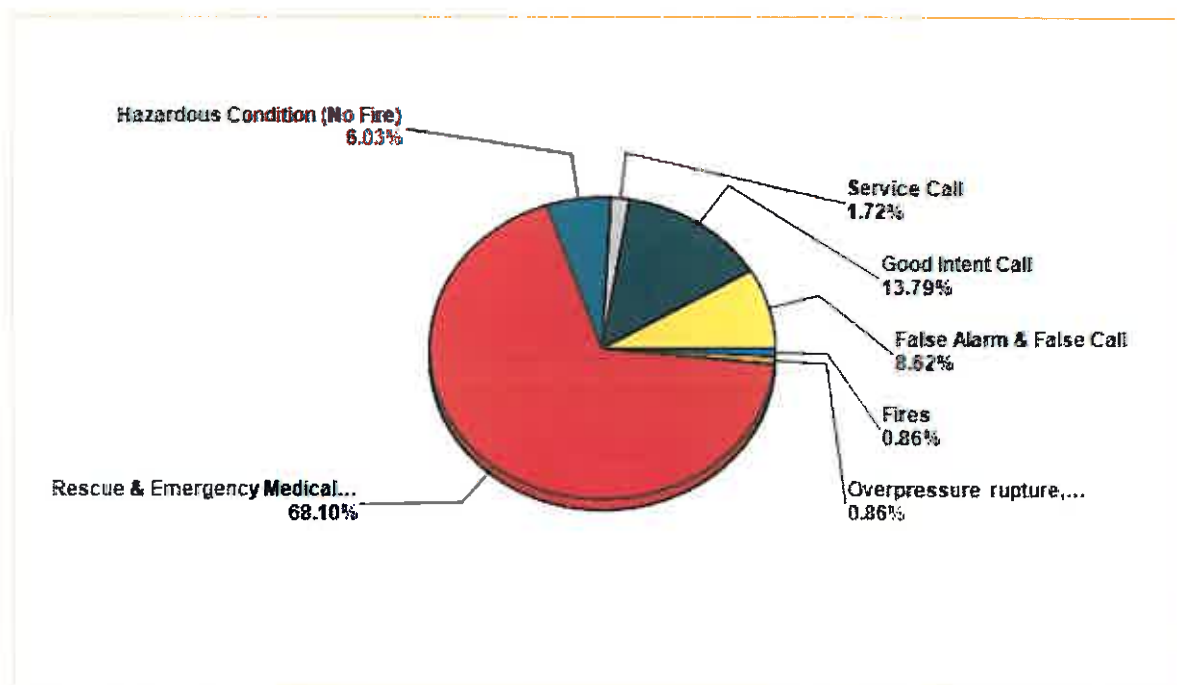
Ambulance / EMS Related Calls:

79 / Transported 52 (73%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff:

8 (7%) 68 YTD (with 213 Overlapping Calls YTD)



On-Duty Crew / Shift Dynamic Data / October 1st – 31st

Emergent Incident / On-Scene Hours / Month Total: 45 Hrs. (Approximate 180 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 52 Hrs. (Approximate 104 Man Hours)

Urgent EMS Related Response Times (average): 5.26 Min/Sec **GOAL 5 minutes or less (+.26)**
Urgent Fire Related Response Times (average): 6:43 Min/Sec **GOAL 5 minutes or less (+1.43)**

Part-Time Man-Hours *(based on the following 24-day / pay periods October 12th and 26th)*

Part-Time Shift Coverage / Staffing:	1,344	Budgeted 1,344	Variance + 0
Training & Drill Hours:	121.5	517.5 (FY19)	
Emergency Calls/ Station Staffing:	22	FIRE 13.5 Hrs. / EMS 8.5 Hrs. 243 (FY19)	
Special Event Hours:	0	6 (FY19)	
Part-Time Fire Marshal:	0*	Budgeted 80	Variance - 80
Part-Time Fire Inspector	23	Budgeted 60	Variance - 37
Full-Time Fire Chief:	N/A	Salary Exempt	Overtime N/A
Full-Time Administrative Asst. x 1	N/A	40 Hour Reg.	Overtime + 8
Full-Time Captains & Engineers x 6	N/A	48/96 Hour Rotation	Overtime +48
Total PT Staffing Hours:	1,510	6,745 (FY19)	

* No Part-time FM utilized / Todd Smith covered duties while working regular FT engineer position

Monthly Revenues & Grant Activity YTD

	Month	Calendar Year	FY 2019
Ambulance Services Billed	\$57,416.35	\$646,901.32	\$216,428.12
Ambulance Billing Collected	\$52,196.58	\$384,979.89	\$162,405.55
Variances:	\$5,219.77	\$261,921.43	\$54,022.57
Collection Percentages	91%	60%	75%

Ambulance Revenues / September 2018:

Grants / Assistance / Donations Applied for in October:

Discount on FEPP Vehicle Hard Doors - Haacke Motors **\$2,000** **\$35,500 YTD**

Grants / Funds Received / Donations / Awarded:

Surplus Bariatric Gurney and Transport Kit – Sandy City **\$5,000** **\$26,900 YTD**

Department Training & Man Hours

Monthly Staff Meeting & Leadership Training	15	
Shift Drill #1 – FIRE – Utilities Shut Off	24	
Shift Drill #2 – EMS – Eye Injuries	24	
Shift Drill #3 – FIRE – Basic Fire Stream	24	
Shift Drill #4 – EMS – Pediatric Emergencies	24	
Shift Drill #5 – FIRE – Violent Calls	24	
Leadership Conference – WSU / Layton x 2	10	
Leadership / USFA Gettysburg Conf.	8	
Annual Fire Prevention Drill / Life Safety Open House	60	
Training / Actual Hours Attended:	213	2070 HRS YTD

Fire Prevention & Inspection Activities

	QTY	
New Business Inspections:	-	
Existing Business Inspections:	-	
Re-Inspections:	-	
Fire Plan Reviews & Related:	-	
Consultations & Construction Meetings:	-	
Station Tours & Public Education Sessions:	30	191 YTD

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	4	23 YTD

FFD Committees & Process Improvement Activities:

Process Improvement Program (PIP) Submittals:	1	4 YTD
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Monthly Activity Narrative:

Another productive month for FFD. Emergent response times averaged just over 5 minutes for EMS and under 7 minutes for Fire responses. October activities included medical responses, vehicle related fatality, fires and several successful community events to include Alzheimer Foundation Walk and the Annual Farmington City Fire Department Fire Prevention / Life Safety Open House. Approximately fifteen hundred parents and children attended our annual fire prevention open house held on a weekday evening. An estimated twenty-five hundred people attended the first Annual Station Park Alzheimer's Foundation Walk hosted in part by FFD. Farmington employees from various departments successfully completed an on-line Alzheimer's training course specifically designed for first responders.

Seven percent of calls resulted in "no-staffing" or "short-staffing" of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This percentage was attributed (in part) by crews attending to at least 23 overlapping calls which overwhelms our existing staffing model. 73% of all Ambulance calls resulted in transporting patients to local hospitals. Although strong collection performance for early FY2019, revenues continue with little predictability due to collection & mandated billing variables. FFD has tentatively filled five part-time vacancies and has secured a new part-time Fire Marshal scheduled to start early November. As identified within previous reports, Todd Smith will continue cover Fire Marshal duties until the candidate is awarded the position and trained. Our part-time Fire Inspector (Andrew Lutz) returned from his wildland deployment (full-time job) and is back completing business inspections. 56 hours of additional hours were applied to career staff members to help facilitate our open house and fill staffing gaps on Friday & Saturdays.

FFD received its new classification results from the Insurance Service Office (ISO). Farmington successfully completed an ISO audit earlier this year that evaluated several critical areas of local fire protection capabilities to include: 1. Local Fire Apparatus, Maintenance, Staffing, Training, Public Education and Response Capabilities. 2. Local Water Supply, Delivery Systems, Maintenance, Training and Reliability. 3. Local Dispatch &

Communication Capabilities. These results are then computed and utilized by various insurance corporations to set insurance premium rates for residential, commercial and industrial applications within specific geographical areas. The lower the classification number, the greater the savings for residents and business owners. Prior to 2011, Farmington City held an ISO classification of 7. In 2013 (and a lot of work) Farmington City received an ISO classification of 5. Effective January 2019, Farmington will have an ISO classification of 3! This is an excellent achievement that validates the progress and improvement of services provided the community of Farmington. Although extremely difficult to equate exact dollar savings within given communities, it's fair to say this last classification improvement could potentially save the community of Farmington over \$500,000 in insurance premiums annually – Great Job Everyone!

FFD received a lightly used Bariatric Gurney / Transport Kit capable of moving patients that otherwise exceed the safety ratings of our regular transport power gurneys. Sandy City FD was in a position to surplus this equipment and FFD was lucky enough to grab it first! This system will provide better comfort and customer service to our bariatric patients, while reducing work related injuries to our employees. With the continued growth of care centers and medical facilities within Farmington, we expect to encounter an ever-growing number of bariatric patient's. This Bariatric Gurney System is rated up to 1,600 lbs.

Monthly department training encompassed a variety of Fire & EMS topics to include: Monthly Officer & Leadership Training, Utilities, Eye Injuries, Basic Fire Streams, Pediatric Emergencies, Violent Calls Response, Leadership Seminar – WSU / Layton Campus and National Fire Academy (NFA) Leadership Training / Davis Fire Officers. Our ladder truck sustained damage while responding to a structure fire (Starbucks). The ladder truck clipped the front end of our Engine while responding to a structure fire, causing damage to a chrome fender and bumper. Approximate cost of repairs should be less than \$1,000. The incident has been reviewed and corrective action taken.

Special Note: *FFD continues to receive multiple urgent requests for assets to be sent to California. As in past years, we have declined due to staffing and expense coverage limitations.*

Please feel free to contact myself at your convenience with questions, comments or concerns: Office (801) 939-9260 or email gsmith@farmington.utah.gov

Guido Smith
Fire Chief

October 2018 Photos: Annual Fire Prevention & Life Safety Open House, Alzheimer Awareness Campaign, Fatal Vehicle Incident, Donated Bariatric Transport Equipment, Live Fire Demo.



- PRIDE IN FARMINGTON -

Proud Protectors of Your Life and Property - Since 1907



Month of October 2018	BUILDING ACTIVITY REPORT - JULY 2018 THRU JUNE 2019				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	7	7	\$1,942,422.21	288	288
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	2	38
CARPORT/GARAGE	0		\$0.00	18	
OTHER RESIDENTIAL	0	0	\$0.00	15	2
SUB-TOTAL	7	7	\$1,942,422.21	323	336
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	1		\$9,432.00	64	
ADDITIONS/REMODELS	2		\$50,110.44	68	
SWIMMING POOLS/SPAS	2		\$238,014.85	27	
OTHER	107		\$1,844,372.92	626	
SUB-TOTAL	112		\$2,141,930.21	785	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	3		\$630,477.97	17	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHERS	0		\$0.00	21	
SUB-TOTAL	3		\$630,477.97	47	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	1		\$65,000.00	49	
OFFICE	0		\$0.00	19	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	4	
SUB-TOTAL	1		\$65,000.00	73	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	76	
SUB-TOTAL	0		\$0.00	76	
TOTALS	122	7	\$4,779,830.39	1304	336



Dave Millheim <dmillheim@farmington.utah.gov>

RE: Follow up to meeting on 3rd quarter cent meeting

1 message

Ken Leetham <kenl@nslcity.org>

Mon, Nov 26, 2018 at 2:15 PM

To: "Alex Jensen, Layton City Manager" <ajensen@laytoncity.org>, "JJ Allen (jj.allen@clearfieldcity.org)" <jj.allen@clearfieldcity.org>, "Gary Hill (ghill@bountifulutah.gov)" <ghill@bountifulutah.gov>, "Steve Thacker (stevet@centervilleut.com)" <stevet@centervilleut.com>, Dave Millheim <dmillheim@farmington.utah.gov>, "Shane Scott (sscott@kaysvillecity.com)" <sscott@kaysvillecity.com>, "Brandon Green (FH City Manager)" <bgreen@fruitheightscity.com>, "Jacob Smith (jacobs@centervilleut.com)" <jacobs@centervilleut.com>, "Gary Uresk (guresk@woodscross.com)" <guresk@woodscross.com>, "Duane Huffman (dhuffman@wbcity.org)" <dhuffman@wbcity.org>, "Kyle Laws (Klaws@westpointcity.org)" <Klaws@westpointcity.org>, "City Administrator Riverdale City Roger Worthen (rworthen@riverdalecity.com)" <rworthen@riverdalecity.com>, "bbovero@syracuseut.com" <bbovero@syracuseut.com>, Dennis Cluff <dcluff@clintoncity.com>, "space@farmington.utah.gov" <space@farmington.utah.gov>

Colleagues,

I wanted to reach out and keep you informed of progress on this issue. On November 20, my city council passed a motion of support and authorized my mayor to sign a letter of support to the County Commission on this tax. Andrew Gruber attended our meeting and was extremely informative and helpful in answering questions. Also, Bob Stephenson, Davis County Commissioner-elect, attended and expressed his support for enactment of the tax and his intention to have this discussed at the Davis COG meeting on Wednesday the 28th. He is supportive of the schedule that was put together (see below) and will be an advocate for the enactment of this tax. His position is that this tax should have been enacted long ago and in his view, we're \$126 million behind where we should be (\$12.6 million a year for 10 years).

The Davis COG meeting is this Wednesday at 5:00 p.m. at the Sunset office building located at 200 West 1300 North. I believe that my mayor will be presenting our letter of support at that meeting. I know it's the end of the year and perhaps we don't have many meetings left, but if you'd like support or assistance in working through this, I would suggest using Andrew Gruber and reaching out to Bob Stephenson. I would also be happy to attend anyone's meetings if you think a third party outside of your usual suspects who speak at your meetings would be helpful in getting support. Call me anytime too if you'd like to visit about the issue. As a reminder, we're trying to ascertain by the end of the year which cities are on board and which are not. So, feel free to reach out to me or others if you need assistance. My cell phone is (801)673-4702.

Thanks – Ken

Ken Leetham

City Manager

City of North Salt Lake

10 East Center Street

North Salt Lake, Utah 84054

(801)335-8725 – office

(801)335-8719 – fax

From: Ken Leetham

Sent: Thursday, November 08, 2018 7:33 AM

To: Alex Jensen, Layton City Manager <ajensen@laytoncity.org>; JJ Allen (jj.allen@clearfieldcity.org) <jj.allen@clearfieldcity.org>; Gary Hill (ghill@bountifulutah.gov) <ghill@bountifulutah.gov>; 'Steve Thacker (stevet@centervilleut.com)' <stevet@centervilleut.com>; Dave Millheim <dmillheim@farmington.utah.gov>; Shane Scott (sscott@kaysvillecity.com) <sscott@kaysvillecity.com>; Brandon Green (FH City Manager) <bgreen@fruitheightscity.com>; Jacob Smith (jacobs@centervilleut.com) <jacobs@centervilleut.com>; Gary Uresk (guresk@woodscross.com) <guresk@woodscross.com>; Duane Huffman (dhuffman@wbcity.org) <dhuffman@wbcity.org>; Kyle Laws (Klaws@westpointcity.org) <Klaws@westpointcity.org>; City Administrator Riverdale City Roger Worthen (rworthen@riverdalecity.com) <rworthen@riverdalecity.com>; bbovero@syracuseut.com; Dennis Cluff <dcluff@clintoncity.com>

Subject: Follow up to meeting on 3rd quarter cent meeting

All,

Tuesday we had a very informative meeting on this issue in North Salt Lake. Andrew Gruber, LaNiece Davenport and Ben Wuthrich all from WFRC also joined us. We learned that Andrew and his staff have been working with the Legislative Transportation Interim Committee to amend Section 59-12-2217, Utah Code to allow greater flexibility in the eligible uses of the 3rd quarter cent. Those expanded uses may include use of funds for maintenance and re-construction purposes. They believe that they will be successful in amending the Statute and that it constitutes a minor change which they have discussed already with several legislators. I would note that it is clear that use of the funds will still only occur through a distribution process where all projects go through a technical evaluation (scoring), a Davis COG review and then a County Commission approval. So, while the eligibility for repair and maintenance of road facilities will be in the new law, we will all have to come up with a process for distribution. So, that's good news for my city and is close to the changes I was trying to obtain in an amended statute.

During the meeting, we identified a course of action that I would ask each of you to consider. Here is the process:

- 1) Mayors of each municipality provide signed letters of support to the County Commission by the end of 2018.
- 2) At the first COG meeting of the year (January 16th), the adoption of the 3rd quarter cent would be on the agenda for discussion and recommendation to the Commission.
- 3) The Commission would move to enact the tax during the 1st quarter of 2019.
- 4) During the 2019 legislative session, amendments to Section 59-12-2217 would be passed (and effective July 1, 2019).
- 5) The Commission would notify the Utah Tax Commission by April 1st that the tax has been enacted.
- 6) After adoption by the Commission and likely during the second quarter of 2019, a sub-committee of the COG would prepare the process required by statute for the distribution of funds. This process would be adopted by July 1, 2019.
- 7) Funds would begin to be collected starting July 1, 2019 for distribution as soon as a process is adopted, projects submitted and approved and distribution could start in 2020.

As you can see, there are many critical steps in this process. The most immediate task that we agreed to is to go to our mayors (and governing bodies) for a letter of support for the enacting of the tax. Hopefully, cities will be supportive, but admittedly, some may care very much about the process and will want to make certain that they understand some of the details in advance of the letters of support. We discussed following the Weber County model which has a technical vetting review not unlike WFRC's project scoring processes that are used today to create recommendations and subsequent awards. They have successfully used this process since 2007 and I'll be sharing some of that information with my

governing body so that they know that we're not necessarily plowing this ground for the very first time and that it's working great just north of us.

We also discussed putting into the future project criteria a measurement related to equity; that is, possibly weighting projects with attention to fairness and making certain that all agencies get a fair share distribution. This won't be precise and we should all remember that new regional facilities are by definition a benefit to all, not just the communities in which they are located. So, this is a delicate balance, but one that we'll have to work through as a County with many municipalities and competing projects.

Finally, it is my strong feeling that if we leave this tax on the table, our County and all of our cities will be criticized by legislators for continuing to hold out our open hands for more revenue opportunities for transportation while at the same time not having the political will (or courage) to enact this 3rd quarter cent. I believe that if we follow this process and use the very capable staff at WFRC to assist our governing bodies, as needed, that this tax can pass and become another effective tool in meeting the overwhelming demands of growth in our county and maintenance of all of our aging infrastructure.

Please let me know if you have concerns. It would be good to know as we move ahead if there are cities among us who are going to be opposed to this effort. I would be happy to visit with any of you or even meet with some of your elected officials if you think an outside voice would be helpful. I'm totally out of the closet on this issue and, though I'm not anyone important, I'd be happy to be an advocate and voice if you need that outside influence. In our city, I'll be inviting WFRC staff to a meeting in November so that my elected officials can have access to smart folks who can answer questions for them as they consider supporting this tax. I'll be reaching out again closer to the end of the year to see where everyone is on this.

Thanks - Ken

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CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2018

S U B J E C T: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.